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14 Attorneys for Plaintiffs
15 SONY INTERACTIVE ENTERTAINMENT LLC and
16 SONY INTERACTIVE ENTERTAINMENT INC.

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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

15 SONY INTERACTIVE ENTERTAINMENT
16 LLC, a California limited liability company,
17 and SONY INTERACTIVE
18 ENTERTAINMENT INC., a Japanese
19 corporation,

20 Plaintiff,

21 v.

22 PRIZM LABS, INC., a Delaware corporation;
23 BLOK.PARTY, d/b/a PlayTable, a Delaware
24 Corporation; 8HOURS FOUNDATION, and
25 DOES 1-10,
26 Defendants.

Case No. 4:19-cv-5726-HSG

**JUDGMENT AND
PERMANENT INJUNCTION**

1 Sony Interactive Entertainment LLC (“SIE”) and Sony Interactive Entertainment Inc.
 2 (“SIEI”) (collectively referred to as “Plaintiffs” or “Sony”) have filed a Complaint alleging
 3 trademark infringement, dilution, and unfair competition under federal and California law against
 4 Prizm Labs, Inc. (“Prizm”), Blok Party, Inc. (“Blok.Party”), and 8Hours Foundation (“8Hours”) (collectively “Defendants”) from using confusingly similar variations of Sony’s famous
 5 PlayStation® and PlayStation Network™ trademarks to market Defendants’ “PlayTable” gaming
 6 console and “PlayNetwork” video game-related services. Defendants have advertised, promoted,
 7 offered to sell and/or sold a gaming console under the “PlayTable” mark and name, and have
 8 proposed offering future services under the “PlayNetwork” mark and name. Sony alleges that
 9 these trademarks infringe and dilute the PlayStation mark, and infringe the PlayStation-formative
 10 marks. Defendants have denied these claims. Sony further alleges that Defendants continue to
 11 advertise, promote, offer to sell and sell gaming consoles using or bearing the “PlayTable” mark
 12 and name. Defendants consent to entry of judgment and permanent injunction to resolve this
 13 matter.
 14

15 The Court now enters final judgment against Defendants based upon the following facts
 16 stipulated by the parties. Each party has waived the right to appeal from this final judgment.

17 **I. FACTS AND CONCLUSIONS**

18 Sony has alleged and Defendants have stipulated to and do not contest the following:

19 A. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction
 20 over Defendants. Venue is proper in this Court.

21 B. SIEI is the owner of the PlayStation mark, and SIE is the exclusive licensee of the
 22 trademark rights in the PlayStation mark, in the United States and other countries. Representative
 23 U.S. registrations for this mark are listed below in this Paragraph I.B. All of these U.S.
 24 registrations are in full force and effect, valid and protectable, and SIE is the exclusive licensee in
 25 the United States of these U.S. registrations. Many of these U.S. registrations have become
 26 incontestable under the provisions of 15 U.S.C. § 1065.

27 a. U.S. Registration No. 2,053,625 (registered April 15, 1997);

28 b. U.S. Registration No. 2,087,964 (registered August 12, 1997);

- c. U.S. Registration No. 2,259,732 (registered July 6, 1999);
- d. U.S. Registration No. 2,343,853 (registered April 18, 2000);
- e. U.S. Registration No. 2,405,828 (registered November 21, 2000);
- f. U.S. Registration No. 2,730,542 (registered June 24, 2003);
- g. U.S. Registration No. 3,029,637 (registered December 13, 2005);
- h. U.S. Registration No. 3,807,081 (registered June 22, 2010);
- i. U.S. Registration No. 4,372,780 (registered July 23, 2013); and
- j. U.S. Registration No. 4,430,716 (registered November 12, 2013).

C. SIEI also owns common law and registered rights in a number of PlayStation-formative trademarks, and SIE is the exclusive licensee of the trademark rights in the PlayStation-formative marks in the United States. A representative sample of these U.S. registrations are listed below in this Paragraph I.C. All of these U.S. registrations are in full force and effect, valid and protectable, and SIE is the exclusive licensee in the United States of these U.S. registrations. Many of these U.S. registrations have become incontestable under the provisions of 15 U.S.C. § 1065.

- a. U.S. Registration No. 4,398,163 for PLAYSTATION MOVE (registered September 10, 2013);
- b. U.S. Registration No. 5,116,376 for PLAYSTATION VUE (registered January 10, 2017);
- c. U.S. Registration No. 4,810,571 for PlayStation Now (registered September 15, 2015);
- d. U.S. Registration No. 4,801,709 for PLAYSTATION TV (registered September 1, 2015); and
- e. U.S. Registration No. 5,000,800 for PLAYSTATION VR (registered July 19, 2016).

D. SIEI is the owner of the PlayStation Network trademark. SIE and its corporate predecessors is and have been, respectively, the exclusive licensee in the United States of the PlayStation Network mark and continuously have used the PlayStation Network mark in interstate commerce in the United States since 2006 until the present, in connection with the marketing and

1 sale of its PlayStation® gaming consoles and the related PlayStation Network services that Sony
2 offers, including in the United States. The PlayStation Network mark has become, through
3 widespread and favorable public acceptance and recognition, including in the United States, an asset
4 of substantial value as a symbol of Sony and their quality products and goodwill.

5 E. Sony has invested substantial time, money, and effort advertising and promoting the
6 PlayStation, PlayStation-formative and PlayStation Network marks described in Paragraphs I.B, I.C
7 and I.D of this Judgment and Permanent Injunction (collectively referred to, together with their
8 related common law rights, as the “PlayStation Marks”) As a result, Sony has created considerable
9 goodwill and reputation for the quality of products associated with the PlayStation Marks.

10 F. The PlayStation Marks have become, through widespread and favorable public
11 acceptance and recognition, assets of substantial value as symbols of Sony and their quality
12 products and goodwill. The PlayStation trademark is famous within the meaning and definition of
13 15 U.S.C. 1125(c) and became famous long prior to the conduct alleged in this case by any of the
14 Defendants.

15 G. Defendants adopted, promoted, and currently use the “PlayTable” mark and have
16 used “PlayTable Network” mark for goods and services that either compete with certain of Sony’s
17 video game consoles and related services or overlap with the line of products that Sony promotes
18 and sells under the PlayStation Marks. Defendants have individually and/or collectively marketed
19 and promoted the products and/or services offered under the “PlayTable” mark and “PlayTable
20 Network” mark.

21 **II. PERMANENT INJUNCTION**

22 It is hereby ordered and adjudged as follows:

23 A. Within sixty (60) days of the “So Ordered” date of this Final Judgment and
24 Permanent Injunction, Defendants, their principals, agents, affiliates, employees, officers,
25 directors, servants, privies, successors, and assigns, related entities, and all persons acting in
26 concert or participating with them or under their control who receive actual notice of this Order,
27 are hereby permanently enjoined and restrained, anywhere in the world, directly or indirectly,
28 from doing, authorizing or procuring any persons to do any of the following:

1 1. Manufacturing, licensing, selling, offering for sale, distributing, importing,
2 exporting, advertising, marketing, promoting, or displaying the PlayTable mark or PlayNetwork
3 mark in any manner, or any design or designation that reproduces or is substantially similar to any
4 of the PlayStation Marks, including without limitation the PlayStation trademark, PlayStation-
5 formative trademarks, or the PlayStation Network trademark;

6 2. Manufacturing, producing, sourcing, importing, selling, offering for sale,
7 distributing, advertising, or promoting any goods or services that display any words or symbols that
8 so resemble any of the PlayStation Marks as to be likely to cause confusion, mistake, or deception,
9 on or in connection with any product or service that is not authorized by or for Sony;


10 3. Using or filing applications, now or in the future, for the registration of the
11 PlayTable mark, the PlayNetwork mark, or any trademark, design, or source-identifying device that
12 is substantially similar to any of the PlayStation Marks, including without limitation the PlayStation
13 trademark, any PlayStation-formative trademarks, or the PlayStation Network trademark;

14 B. Within fourteen (14) days of entry of this Judgment and Permanent Injunction,
15 Defendant Prizm is ordered to file all forms necessary to expressly abandon its registration, U.S.
16 Reg. No. 5,486,975, for the "PlayTable" trademark.

17 C. This is a final judgment as to all claims asserted against Defendants related to their
18 PlayTable and PlayNetwork marks. All parties shall bear their own attorneys' fees and costs.

19 D. This Court shall retain jurisdiction for the purpose of making any further orders
20 necessary or proper for the construction or modification of this Judgment, the enforcement thereof,
21 and/or the punishment for any violations thereof. If any party commences an action for
22 enforcement of this Judgment, the prevailing party shall be awarded reasonable attorneys' fees and
23 costs from the adverse party for enforcing this Judgment.

24
25 DATED: 11/2/2020


Hon. Haywood S. Gilliam, Jr.
United States District Judge